

EXHIBIT N

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SYSCO FOOD SERVICES OF METRO
NEW YORK, LLC

Plaintiff,

v.

JEKYLL & HYDE CLUB NEW YORK LLC d/b/a :
JEKYLL & HYDE CLUB, :

Defendant.

: UNITED STATES DISTRICT COURT
: FOR THE SOUTHERN DISTRICT OF
: NEW YORK

:

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: Civ. Case No. 08-02958 (BSJ)(JCF)

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: **SECOND AMENDED COMPLAINT**

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Plaintiff, Sysco Food Services of Metro New York, LLC (“Sysco”), through its attorneys
Mitnick & Malzberg, P.C. and Norris, McLaughlin & Marcus, PA, as for its Second Amended
Complaint against defendant, Jekyll & Hyde Club New York, LLC d/b/a Jekyll & Hyde Club
 (“Club” or “Defendant”) alleges as follows:

NATURE OF ACTION

1. Sysco brings this action against Club as the result of its failure to timely make
payment on a certain book account, which failure constitutes a breach of contract.

THE PARTIES

2. Plaintiff, Sysco Food Services of Metro New York, LLC is a company incorporated in the State of Delaware with offices located at 20 Theodore Conrad Drive, Jersey City, New Jersey 07305.

3. Upon information and belief, defendant, Jekyll & Hyde Club New York, LLC is a New York corporation with a principal place of business at 1409 Avenue of the Americas, New York, New York 10019.

4. Jurisdiction of this Court is based upon diversity of citizenship, pursuant to 28 U.S.C. § 1322, et seq., and the amount in controversy exceeds the allowed amount.

COUNT ONE

5. At all times relevant hereto, Club established an open book account for the purchase of goods and services from Sysco in return for payment. Sysco has sold and delivered goods to Club, but Club has not paid the amounts owed on its book account.

6. The defendant, Club, being indebted to Sysco in the sum of \$597,059.46 upon an account stated between them, did promise to pay Sysco said sum upon demand. Payment has been demanded and not made. Annexed hereto as Exhibit "A" are true and accurate copies of outstanding invoices.

WHEREFORE, Sysco demands judgment against Club in the sum of \$597,059.46 plus attorneys fees pursuant to the credit application or as permitted by law, plus interest and costs.

COUNT TWO

8. Sysco repeats and makes a part hereof the allegations contained in Paragraphs 1 through 7, as though same were set forth at length herein.

9. Club agreed to pay to Sysco the reasonable value of the goods purchased from Sysco and delivered to Club.

10. The balance due for the reasonable value of the goods that Club purchased from Sysco and which was delivered to Club is \$597,059.46.

WHEREFORE, Sysco demands judgment against Club in the sum of \$597,059.46 plus attorneys' fees pursuant to the credit application or as permitted by law, plus interest and costs.

NORRIS, McLAUGHLIN & MARCUS, PA

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Dated: May ___, 2011
New York, New York

-and-

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